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6 **UNITED STATES DISTRICT COURT**  
7 **DISTRICT OF ARIZONA**

8 RACHEL BENSON,

9 Plaintiffs,

10 v.

11 ENERGY SOLUTIONS, INC. LAW  
12 OFFICE OF JAMES R. VAUGHN P.C.  
13 AND DOES 1-10,

14 Defendants.

Case No.:

**VERIFIED COMPLAINT FOR  
DECLARATORY RELIEF,  
INJUNCTIVE AND EQUITABLE  
RELIEF AND DAMAGES FOR  
VIOLATIONS OF THE FAIR DEBT  
COLLECTION PRACTICES ACT  
(FDCPA), CONVERSION,  
INTENTIONAL INFLICTION  
OF EMOTIONAL DISTRESS,  
DEMAND JURY TRIAL**

15 **JURISDICTION**

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18  
19 1. This is an action for damages for violations of the Fair Debt Collection Practices Act  
20 ("FDCPA"), 15 U.S.C. §§ 1692 et seq. The jurisdiction of this court is invoked under 15 U.S.C. §  
21 1692k(d) and 28 U.S.C. §§ 1331, 1337. Declaratory relief is available pursuant to 28 U.S.C. §  
22 2201.

23 2. Plaintiff's Federal and State law claims against the Defendants derive from a common  
24 nucleus of operative facts and are of such character that Plaintiff would ordinarily be expected to  
25 try them in one judicial proceeding. Consequently, this court has pendent jurisdiction over  
26 Plaintiff's state law claims against the Defendants.

27 3. Venue for the within action is properly within the jurisdiction of this Court upon the  
28

1 ground, inter alia, that one or more of the Defendants had its principal place of business within  
2 this Federal District of Arizona.

### 3 PARTIES

4 4. Plaintiff is a "consumer" within the meaning of 15 U.S.C. § 1692a(3), and at all times  
5 herein mentioned an individual who maintains a principle place of residence within Judicial  
6 District of this Court.

7 5. Defendant ENERGY SOLUTIONS, INC. (Energy) is "debt collector" within the  
8 meaning of 15 U.S.C. § 1692a(6), and at all relevant times stated herein, was a corporation, and  
9 based on information and belief, organized under the laws of the State of Arizona and qualified  
10 to do business in Arizona.

11 6. Defendant LAW OFFICE OF JAMES R. VAUGHN, P.C. (Vaughn) is "debt  
12 collector" within the meaning of 15 U.S.C. § 1692a(6), and at all times stated herein, was a  
13 professional corporation, organized under the laws of the State of Arizona and qualified to do  
14 business and is doing business within the state of Arizona as a third party debt-collection law  
15 firm.

16 7. Plaintiff seeks damages for Defendants' unlawful practices in violation of the Fair  
17 Debt Collection Practices Act (FDCPA). Plaintiff is informed and believes and thereon alleges  
18 that Defendants Energy and Vaughn use the United States mail in the collection of debts  
19 allegedly owed to another and attempt to collect debts and are debt collectors as defined by the  
20 Fair Debt Collection Practices Act (FDCPA).

### 22 GENERAL ALLEGATIONS

23 8. Plaintiff is informed and believes and therefore alleges that on or about July 31, 1997,  
24 Plaintiff became indebted to BestBuy in the amount of \$739.47.

25 9. On or about July 25, 2001, Defendant Energy, holding itself out to be an assignee of  
26 **Household Bank (HSBC)**, the purported creditor, filed a claim against Plaintiff in the  
27 **Scottsdale Justice Court** in and for the County of Maricopa, case number 0711 CV0105236.  
28 Defendants alleged that Plaintiff's debt was assigned to Defendant Energy notwithstanding the



1 fact Defendants did not have, did not file with the court and did not produce upon demand a  
2 valid assignment from the original creditor or a credit agreement between Plaintiff and the  
3 original creditor. Plaintiff does not know the relationship, if any, between BestBuy and HSBC as  
4 alleged by Defendants. Plaintiff does not recall ever being served with a summons and complaint  
5 or any other notice from either Defendant. The court record also reflects omissions of all  
6 reference to any assignment of this debt.

7 10. Absent an assignment, Defendant Energy lacked privity of contract with Plaintiff,  
8 Defendant Energy was not the real party in interest in the state court proceeding and as such  
9 lacked standing to file a claim against Plaintiff. Nor did Defendant Energy have equity in the  
10 original Application or Agreement due to insurance settlements or charge-offs. That collection  
11 of any alleged debt after having been written off or charged off would be a case of unjust  
12 enrichment, and/or fraud on the consumer and/or fraud on the court.

13 11. On or about November 17, 2001, Defendants in the **Scottsdale Justice Court**  
14 obtained a default judgment against Plaintiff in the amount of \$1,943.99, an amount \$1204.52  
15 greater than the alleged initial debt. This amount represents principal debt in the amount of  
16 \$739.47, prejudgment interest in the amount of \$564.52, costs in the amount of \$90, and  
17 attorney fees in the amount of \$550 with interest accruing on principal, costs and attorney fees at  
18 the rate of 18 percent per annum.

19 12. Insofar as Defendants failed to provide a valid assignment and a credit agreement  
20 from the original creditor, Defendants falsely represented to the court that the credit agreement  
21 with Plaintiff called for an eighteen percent (18%) interest rate contrary to the Arizona statutory  
22 rate of ten percent (10%), A.R.S. 44-1201. Defendants thereafter took no action on the judgment  
23 for over 11 years renewing the judgment twice without any collection efforts.

24 13. On or about October 12, 2006, the **McDowell Mountain Justice Court** renewed  
25 Defendants' judgment in the amount of \$3,326.08. On or about August 4, 2011, the **McDowell**  
26 **Mountain Justice Court** renewed the judgment for the second time in the amount of \$4,729.15,  
27 an amount \$3989.68 greater than the alleged initial debt. The Notice of Renewal was prepared  
28 by Defendants and given only to Defendants. Said notice was defective in that it designated

1 Defendant Energy's entity form as an LLC when in fact Defendant Energy was a corporation.  
2 Not only did Plaintiff not get notice, Defendant Energy Solutions LLC, without proper  
3 documentation identifying itself as the judgment holder, did not properly renew its purported  
4 judgment (a true and correct copy of this Notice is attached hereto as Exhibit "A" and  
5 incorporated herein by reference).

6 14. On or about October 15, 2012, the Arizona Corporations Commission dissolved  
7 Defendant Energy; When Defendant Energy no longer existed Defendant Vaughn no longer had  
8 a judgment creditor to represent.

9 15. On or about October 29, 2012, in response to a Writ of Garnishment received from  
10 Defendants, Bank of America filed an answer indicating it was holding funds for the benefit of  
11 Defendants in partial satisfaction of judgment. Plaintiff does not recall ever being served with a  
12 summons and complaint or any other notice from either Defendant. The court record similarly  
13 reflects these omissions.

14 16. On or about November 9, 2012, notwithstanding the fact that a. Defendant Energy  
15 had been dissolved; and b. Defendant Vaughn did not file an assignment of rights from  
16 Defendant Energy to Defendant Vaughn, Defendant Vaughn sought and received a judgment  
17 against garnishee without legal authority. Defendant Vaughn was able to garnish \$1,696.48, less  
18 bank fees of \$150 for a total garnishment of \$1546.48.

19 17. Plaintiff subsequently learned of the garnishment from Bank of America and through  
20 her counsel on November 21, 2012, made written request upon Defendant Vaughn to produce  
21 the assignment from the original creditor (a true and correct copy of this request is attached  
22 hereto as Exhibit "B" and incorporated herein by reference). Not only did Defendant Vaughn  
23 refuse to provide a copy of the assignment from the original creditor or a successor in interest to  
24 the original creditor, it refused to identify the original creditor, in violation of Arizona Rules  
25 governing debt collectors, Arizona Administrative Code, R20-4-1501, et.seq. With no response  
26 from Defendant, Plaintiff was forced to review the court file independently and discovered a  
27 cardholder agreement (CA) from **Beneficial National Bank (BNB)** found not with the  
28 complaint but behind an affidavit for Default Judgment. The CA issued by BNB not Household



1 Bank, has the characteristics of an adhesion contract. The CA was not dated, did not identify  
 2 Plaintiff or provide any relevant information establishing privity of contract with Plaintiff.

3 18. Subsequently, after raiding Plaintiff's bank accounts, Defendant Vaughn, on  
 4 November 15, 2012 and again on February 5, 2013, subpoenaed Plaintiff's bank records and as  
 5 of the date of the instant action Defendant Vaughn continues to seek options to satisfy the  
 6 alleged outstanding judgment; a judgment continuing to accrue interest at the rate of 18%.

7 19. Plaintiff is informed and believes and thereon alleges that upon inquiry to the Arizona  
 8 Department of Financial Institutions (ADFI), Plaintiff was informed that Defendant Energy is  
 9 not and has not been in the past, a licensed collection agency in the State of Arizona. Per  
 10 Arizona Revised Statutes §32-1055 it unlawful for a person to conduct a collection agency  
 11 without a license or aid and abet persons or organizations in evading or violating §32-1055.

12 20. Plaintiff is informed and believes and thereon alleges that there is no evidence of a. a  
 13 bona fide assignment or any other document to substantiate conveyance of rights to Defendant  
 14 Energy; and b. that Defendants were legally conducting business in Arizona and as such  
 15 Defendants lacked the requisite standing to seek legal action.

## 16 17 **CLAIMS FOR RELIEF**

### 18 **FIRST CAUSE OF ACTION**

#### 19 **DECLARATORY RELIEF TO SET ASIDE JUDGMENT FOR LACK OF STANDING**

#### 20 **AJCR §104(a)**

21 21. Plaintiff re-alleges and incorporates by reference each of the preceding allegations as  
 22 though fully set forth herein.

23 22. A true and actual controversy exists between Plaintiff and Defendants as to whether  
 24 Defendants were the real parties in interest with the right to bring legal action against Plaintiff.  
 25 Arizona Justice Court Rule §104(a) provides that each plaintiff must be a real party in interest,  
 26 that is, each plaintiff must be someone who claims to have been damaged or whose rights are in  
 27 dispute.

28 23. Plaintiff contends that Defendant Energy Solutions, absent a bona fide assignment,

1 was not the real party in interest, moreover, a search by the State of Arizona revealed that  
 2 Defendant Energy has never been authorized to conduct a collection agency and as such lacked  
 3 standing to bring a legal action against Plaintiff rendering the default judgment void ab initio.

## 4 5 **SECOND CAUSE OF ACTION**

### 6 **INJUNCTIVE RELIEF FOR CRIMINAL VIOLATIONS--A.R.S. §32-1055**

7 24. Plaintiff re-alleges and incorporates by reference each of the preceding allegations as  
 8 though fully set forth herein.

9 25. Arizona Revised Statutes §32-1055(A) makes it unlawful for a person to conduct a  
 10 collection agency without having first applied for and obtained a license. A.R.S §32-1055 (D)(5),  
 11 makes it unlawful for a person conducting a collection agency to aid or abet, directly or  
 12 indirectly, persons or organizations in evading or violating §32-1055. A.R.S §12-1801  
 13 authorizes the court to issue an injunction under the principals of equity upon the filing of s  
 14 verified complaint (A.R.S. §12-1803).

15 26. The ADFI does not have a record of Defendant Energy, ever being licensed as a  
 16 collection agency. Defendant Vaughn knew or should have known Defendant Energy was not  
 17 licensed in Arizona, yet both Defendants filed an action against Plaintiff, renewed the judgment  
 18 twice and thereafter garnished Plaintiff's bank accounts. These actions were unlawful. Under  
 19 A.R.S §12-1801, this Court is authorized to issue an injunction to stop Defendants from the  
 20 ongoing criminal violations.

## 21 **THIRD CAUSE OF ACTION**

### 22 **VIOLATIONS OF THE**

### 23 **FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), 15 USC § 1692d**

24 27. Plaintiff re-alleges and incorporates by reference each of the preceding allegations as  
 25 though fully set forth herein.

26 28. Defendants Energy and Vaughn are debt collectors, as defined by 15 U.S.C. §  
 27 1692a(6).

28 29. Section 15 USC § 1692d of the Act states that a debt collector may not engage in any



1 conduct, the natural consequence of which is to harass, oppress, or abuse any person in  
2 connection with the collection of a debt.

3 30. Defendants Energy and Vaughn violated the FDCPA 15 USC § 1692d by  
4 engaging in conduct the natural consequence of which was to harass, oppress, or abuse Plaintiff  
5 by:

- 6 A. initiating legal action against Plaintiff without standing;
- 7 B. failing to serve Plaintiff with a summons and complaint;
- 8 C. obtaining a state court judgment without standing;
- 9 D. failing to give Plaintiff notice of the default judgment;
- 10 E. failing to give Plaintiff notice of the judgment renewal in 2006;
- 11 F. failing to give Plaintiff notice of the second judgment renewal in 2011;
- 12 G. failing to give Plaintiff notice of the garnishment;
- 13 H. garnishing Plaintiff's bank without standing;
- 14 I. subpoenaing Plaintiff's bank records on November 15, 2012;
- 15 J. subpoenaing Plaintiff's bank records on February 5, 2013; and
- 16 K. filing the BNB cardholder agreement with the court, defendants falsely represented  
17 that the CA permitted the collection of 18% interest.

18 Insofar as Defendants failed to establish an interest in the debt Defendants knew or should have  
19 known that the natural consequences of said conduct would be to harass, oppress, or abuse  
20 Plaintiff.

#### 21 **FOURTH CAUSE OF ACTION**

#### 22 **VIOLATIONS OF THE**

#### 23 **FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), 15 USC 1692e**

24 31. Plaintiff re-alleges and incorporates by reference each of the preceding allegations as  
25 though fully set forth herein.

26 32. The Defendants Energy and Vaughn are debt collectors, as defined by 15 U.S.C. §  
27 1692a(6).

28 33. Section 15 USC § 1692e of the Act provides that a debt collector may not use any

1 false, deceptive, or misleading representation or means in connection with the collection of any  
2 debt.

3 34. Defendants have violated the Fair Debt Collection Practices Act, 15 U.S.C. §  
4 1692e(1) et seq., in that Defendants made and/or employed false, deceptive and misleading  
5 representations and/or used false representations or deceptive means to collect or attempt to  
6 collect a debt or to obtain information concerning a consumer by:

- 7 A. initiating legal action against Plaintiff without standing;
- 8 B. failing to serve Plaintiff with a summons and complaint;
- 9 C. obtaining a state court judgment without standing;
- 10 D. failing to give Plaintiff notice of the default judgment;
- 11 E. failing to give Plaintiff notice of the judgment renewal in 2006;
- 12 F. failing to give Plaintiff notice of the second judgment renewal in 2011;
- 13 G. failing to give Plaintiff notice of the garnishment;
- 14 H. garnishing Plaintiff's bank accounts without standing;
- 15 I. subpoenaing Plaintiff's bank records on November 15, 2012;
- 16 J. subpoenaing Plaintiff's bank records on February 5, 2013; and
- 17 K. filing the BNB cardholder agreement with the court, defendants falsely represented  
18 that the CA permitted the collection of 18% interest.

19 35. Defendants knowingly and intentionally made false, deceptive and misleading  
20 representations. Said false, deceptive and misleading representations were and have been made  
21 and are being made to others.

22 36. To the best of Plaintiff's knowledge and belief, at the time of filing the lawsuit,  
23 Defendants did not have in their possession, and are unable to acquire or produce, the entire  
24 "Cardholder Agreement" (or other similar name) pursuant to which they claim Defendant  
25 Energy had been assigned. Defendants will only produce, and will only be able to produce, a  
26 generic CA from BNB that does not identify Plaintiff as a party to the agreement. The CA makes  
27 no specific reference to Plaintiff or any "account" allegedly owed by Plaintiff. This CA on its  
28 face is meaningless.



**FIFTH CAUSE OF ACTION**

**VIOLATIONS OF THE**

**FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), 15 USC § 1692f**

37. Plaintiff re-alleges and incorporates by reference each of the preceding allegations as though fully set forth herein.

38. The Defendants Energy and Vaughn are debt collectors, as defined by 15 U.S.C. § 1692a(6).

39. Section 15 USC § 1692f of the FDCPA states that a debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.

40. Defendants Energy and Vaughn violated the FDCPA 15 USC § 1692f by engaging in conduct to collect or attempt to collect a debt that was unfair or unconscionable by:

- A. initiating legal action against Plaintiff without standing;
- B. failing to serve Plaintiff with a summons and complaint;
- C. obtaining a state court judgment without standing;
- D. failing to give Plaintiff notice of the default judgment;
- E. failing to give Plaintiff notice of the judgment renewal in 2006;
- F. failing to give Plaintiff notice of the second judgment renewal in 2011;
- G. failing to give Plaintiff notice of the garnishment;
- H. garnishing Plaintiff's bank accounts without standing;
- I. subpoenaing Plaintiff's bank records on November 15, 2012;
- J. subpoenaing Plaintiff's bank records on February 5, 2013; and
- K. filing the Beneficial National Bank cardholder agreement with the court, defendants falsely represented that the CA permitted the collection of 18% interest. Defendants collected unauthorized charges, fees, expenses and eighteen percent interest (18%) without an agreement. The interest rate alone is well beyond the ten percent (10%) rate set forth in A.R.S. 44-1201. Even if Plaintiff were to assume without deciding that the CA governs post judgment interest, (as Defendants apparently are as the CA is the only agreement in the court record, found without an exhibit reference behind the affidavit for

1 judgment) the default paragraph contained therein refers to post judgment interest at the  
2 statutory rate, not a contract rate. By this misrepresentation Defendants, in the most  
3 outrageous way possible used the legal process to artificially increase consumer debt for  
4 personal gain. Clearly, the purpose of post-judgment interest cannot be personal profit.

5 41. Defendants were aware, or should have been aware they could not have made a case  
6 against Plaintiff. Thus, for this reason Energy and Vaughn knowingly and intentionally filed the  
7 lawsuit under circumstances in which they knew or should have known that it would be unable  
8 to make out any claim against Plaintiff. The Defendants actions and each of them constitute  
9 violations of 15 U.S.C. §1692f.

#### 10 11 **ACTUAL AND STATUTORY DAMAGES FOR VIOLATIONS OF THE FDCPA**

12 42. The FDCPA is a strict liability Act, where the degree of the Defendants' culpability  
13 is relevant only in computing damages, not in determining liability. Section 15 U.S.C. §1692k  
14 provides that a debt collector who fails to comply with any provision of the Act with respect to  
15 any person is liable to such person in an amount equal to the sum of any actual damage sustained  
16 by such person as a result of such failure.

17 43. As a result of the foregoing violations under the Second, Third and Fourth causes of  
18 action Defendants are liable for actual damages, including general damages and special damages  
19 in an amount to be proven at trial pursuant to 15 USC § 1692k (a)(1).

20 44. As a result of the foregoing violations, under the Second, Third and Fourth causes of  
21 action Defendants are liable for statutory damages not to exceed the amount of \$1,000 per  
22 violation pursuant to 15 USC § 1692k (a)(2)(a).

23 45. As a result of the foregoing violations, Defendants are liable for costs and reasonable  
24 attorney's fees pursuant to 15 USC § 1692k (a)(3).

25 46. Plaintiff hereby prays for actual damages under the Fair Debt Collection Practices  
26 Act, and for statutory damages as set forth below for each and every violation of the Fair Debt  
27 Collection Practices Act proven at the trial of this case, and reasonable attorneys' fees and costs  
28 thereunder.



**SIXTH CAUSE OF ACTION  
CONVERSION**

47. Plaintiff re-alleges and incorporates by reference each of the preceding allegations as though fully set forth herein.

48. At all times herein mentioned, Plaintiff was the sole owner of monies held in bank accounts at Bank of America and was entitled to immediate and exclusive possession of said monies.

49. On or about November 9, 2012, Defendant Vaughn on behalf of Defendant Energy, acting under apparent authority obtained a judgment for \$1,696.48 garnished from Plaintiff's bank accounts. The exact amounts can be tracked from each account and thereafter deposited into Defendant Vaughn's attorney/client trust account.

50. Defendants converted the monies to their own use when Plaintiff's monies were deposited into Defendant Vaughn's attorney/client trust account.

51. As alleged heretofore, Defendants lacked standing to file an action against Plaintiff, lacked standing to obtain a default judgment and as such lacked standing to garnish Plaintiff's bank accounts.

52. Between the time of Defendants conversion and the filing of this action Plaintiff expended time and money in pursuit of the converted property, all to Plaintiff's damage according to proof at time of trial.

53. The aforementioned acts of Defendants were wilful, wanton, malicious, and oppressive, Defendants' acts were undertaken with the intent to defraud, and justify the awarding of exemplary and punitive damages.

**SEVENTH CAUSE OF ACTION  
INJUNCTION FOR VIOLATIONS OF THE FDCA**

54. Plaintiff re-alleges and incorporates by reference each of the preceding allegations as though fully set forth herein.

55. Under 15 USC 1692l a violation of the FDCA shall be deemed an unfair or

1 deceptive act or practice in violation of the Federal Trade Commission Act (FTCA). All of the  
2 functions and powers of the Commission under the FTCA are available to the Commission to  
3 enforce compliance by any person, irrespective of whether that person is engaged in commerce  
4 or meets any other jurisdictional tests in the FTCA, including the power to enforce the  
5 provisions of the FDCPA in the same manner as if the violation had been a violation of a FTCA  
6 trade regulation rule. FDCPA.

7 56. Under Section 13(b) of the FTCA, 15 U.S.C. § 53(b), this Court is authorized to  
8 issue a permanent injunction to ensure that Defendants will not continue to violate the FTCA  
9 and the FDCPA.

#### 10 **EIGHTH CAUSE OF ACTION**

##### 11 **EQUITABLE RELIEF FOR VIOLATIONS OF THE FTCA AND THE FDCPA**

12 57. Plaintiff re-alleges and incorporates by reference each of the preceding allegations  
13 as though fully set forth herein.

14 58. Under Sections 13(b) and 19 of the FTCA, 15 U.S.C. §§ 53(b) and 57b, this  
15 Court is authorized to issue all equitable and ancillary relief as it may deem appropriate in the  
16 enforcement of the FDCPA and the FTCA, including the ability to order the disgorgement of  
17 ill-gotten monies.

#### 18 **NINTH CAUSE OF ACTION**

##### 19 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

20 59. Plaintiff re-alleges and incorporates by reference each of the preceding allegations as  
21 though fully set forth herein.

22 60. The Defendants intended to file a collection lawsuit against Plaintiff with the  
23 knowledge they lacked standing and with the knowledge Defendant Energy was not a licensed  
24 debt collector in the State of Arizona.

25 61. Defendants' then misrepresented to the court that the interest rate was, by contract,  
26 18% when even the contract on file with the court didn't allow for 18%. Defendants' then  
27 obtained a default judgment against Plaintiff and thereafter waited twelve years for the original  
28 debt amount of \$739.47 to increase to \$5080.89. Subsequently, without notice to Plaintiff,



1 Defendants garnished Plaintiff's bank accounts at a time when monthly bills would be due the  
 2 following week. Defendants at no time had the legal authority to initiate a lawsuit, not to  
 3 mention the seizure of Plaintiff's money.

4 62. Defendants' conduct, tantamount to an ambush, is so extreme it shocks the  
 5 conscience and caused plaintiff severe emotional distress in that she felt intimidated, anxious,  
 6 violated and left with insufficient funds to pay monthly bills. Plaintiff sought counseling from  
 7 her church in the hope that her anxiety would dissipate and not cause additional health problems.  
 8 The Defendants with unconscionable intent took advantage of a consumer reasonably unable to  
 9 protect her interests when blindsided with the garnishment.

#### 11 PRAYER

12 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 13 1. For a judicial declaration pursuant to 28 U.S.C. § 2201(a) that Defendant Energy  
 14 and Defendant Vaughn are not now and at all times herein stated were not proper parties to the  
 15 state court action rendering their judgment void ab initio;
- 16 2. For an injunction against Defendants for further criminal violations of A.R.S.  
 17 32.1055;
- 18 3. For an order awarding general and special damages for violating 15 USC §  
 19 1692k(a)(1) according to proof at time at trial;
- 20 4. For an order awarding statutory damages against Defendant Energy pursuant to 15  
 21 U.S.C. 1692k(a)(2)(A) for violations of Sections 15 USC § 1692d (11 violations) 15 USC §  
 22 1692e (11 violations), and 15 USC § 1692f (11 violations) of the FDCPA, for total amount of  
 23 \$33,000;
- 24 5. For an order awarding statutory damages against Defendant Vaughn pursuant to 15  
 25 U.S.C. 1692k(a)(2)(A) for violations of Sections 15 USC § 1692d (11 violations) 15 USC §  
 26 1692e (11 violations), and 15 USC § 1692f (11 violations) of the FDCPA, for total amount of  
 27 \$33,000;
- 28 6. For general damages for Conversion according to proof at time at trial;

1           7.       For injunctive and equitable relief for future and current violations of the FDCPA;

2           8.       For general damages for Intentional Infliction of Emotional Distress according to  
3 proof at time at trial;

4           9.       For punitive damages against Defendants and each of them in the amount of  
5 \$500,000.00


6           10.      For costs and reasonable attorney's fees pursuant to 15 USC § 1692k(a)(3);

7           11.      And for such other and further relief as the Court may deem just, equitable and  
8 proper;

9           12.      Plaintiff demands a jury trial.

10  
11          Dated: October 28, 2013

Respectfully submitted,

12  
13          By: 

14                   K. Spencer Greene

15                   Attorney for Plaintiff  
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VERIFICATION

I, Rachel Benson am the plaintiff in the above-entitled proceeding. I have read the above complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of Arizona that the above is true and correct.

Dated: October 28, 2013

By Rachel Benson  
Rachel Benson, Plaintiff